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Attorneys for Creditor  
A.J. EXCAVATION INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

**In Re**

**PG&E CORPORATION**

**and**

**PACIFIC GAS AND ELECTRIC  
COMPANY,**

Debtors.

Bankruptcy Cases  
19-30088-DM (Lead Case)  
19-30089-DM

(Jointly Administered)

**A.J. EXCAVATION INC.'S NOTICE OF  
PERFECTION OF LIEN**

(11 U.S.C. §§ 362, 546(b))

☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric  
Corporation  
☒ Affects both Debtors

\*\*All papers shall be filed in the Lead Case  
No. 19-30088 DM

Creditor A.J. EXCAVATION INC., ("AJ"), by and through its undersigned counsel, hereby files this notice of perfection, maintenance, and continuation of perfection of its mechanics' lien against the Debtors, PG&E Corporation and Pacific Gas and Electric Company ("Debtors") pursuant to 11 U.S.C. sections 362(b)(3) and 546(b) ("Notice"). In support of this Notice, AJ represents the following:

1. AJ is organized as a California corporation, in the business of performing earthwork, grading, paving, foundation, fencing, excavation, maintenance and/or other related construction

1 services, with its principal place of business at 514 North Brawley Avenue, Fresno, California 93706.

2 2. Debtor Pacific Gas & Electric Company (hereinafter "PG&E") contracted AJ to  
3 provide earthwork, grading, paving, foundation, fencing, excavation, maintenance, and/or other  
4 related construction services for the improvement of certain real property owed, or reputed to be  
5 owned, by PG&E, as provided more fully in the prepetition contract (Long Form) (hereinafter  
6 "Contract") . The real property is located at the following address, along with the contract number,  
7 more commonly known as:

8 **Dairyland Substation**  
9 **Tyler Road SE/O Robertson Boulevard, Chowchilla, CA 93610**  
10 **Contract #C11187**

(hereinafter "Real Property").

11 3. Prior to the bankruptcy petition, AJ furnished such labor, materials, equipment, and/or  
12 supervision for the earthwork, grading, paving, foundation, fencing, excavation, and other related  
13 construction services for the improvement of the Real Property in accordance with the scope of work  
14 contained in the Contract, and as amended by applicable work change orders.

15 4. The principal sum, exclusive of interest and other charges, that is currently due and  
16 owing to AJ for the labor and materials provided to the PG&E pursuant to the Contract is:

17 **\$95,916.00**

18 5. Bankruptcy Code, 11 U.S.C. section 362(b)(3), provides that:

19 The filing of a petition under section 301, 302, or 303 of this  
20 title...does not operate a stay... under subsection (a) of this section,  
21 of any act to perfect, or to maintain or continue the perfection of, an  
22 interest in property to the extent that the trustee's rights and powers  
23 are subject to perfection under Section 546(b) of this title or to the  
24 extent that such act is accomplished within the period provide under  
25 section 547(e)(2)(A) of this title. 11 U.S.C. § 362(b)(3).

26 6. Bankruptcy Code, 11 U.S.C. section 546(b), provides that:

27 (1) The rights and powers of a trustee under sections 544, 545, and  
28 549 of this title are subject to any generally applicable law that-

(A) permits perfection of an interest in property to be  
effective against an entity that acquires rights in such property  
before the date of perfection; or

(B) provides for the maintenance or continuation of perfection  
of an interest in property to be effective against an entity that

1 acquire rights in such property before the date on which  
2 action is taken to effect such maintenance or continuation.

(2) If –

3 (A) a law described in paragraph (1) requires seizure of such  
4 property or commencement of an action to accomplish such  
5 perfection, or maintenance or continuation of perfection of an  
6 interest in property; and

7 (B) such property has not been seized or such an action has  
8 not been commenced before the date of the filing of the  
9 petition;

10 such interest in such property shall be perfected, or perfection of such  
11 interest shall be maintained or continued, by giving notice within the  
12 time fixed by such law for such seizure or such commencement. 11  
13 U.S.C. § 546(b).

14 7. Pursuant to California Mechanic's Lien law, a claimant must commence an action to  
15 enforce a lien within 90 days after recordation of the claim of lien. Cal. Civ. Code § 8460(a). Because  
16 the Debtors filed their Chapter 11 petition for bankruptcy on January 29, 2019, it created an automatic  
17 stay of all actions, including a claimant's action to enforce a lien. Thus, AJ was prevented from  
18 commencing an action to enforce its liens against the Debtors and perfect its mechanic's liens under  
19 the law.

20 8. Accordingly, AJ hereby gives this notice in lieu of the commencement of any action to  
21 perfect, maintain, or otherwise preserve its mechanics' liens pursuant to 11 U.S.C. § 546(b) and  
22 California Civil Code sections 8460(a), including the recording of a claim of lien, the commencement  
23 of action to enforce the Mechanics' Liens, the filing of a Pendency of Action, and/or the service of  
24 notice on purchasers of production on the Real Property ("Mechanics' Lien"). A true and correct copy  
25 of the Mechanics' Lien is attached hereto as Exhibit "A" and incorporated by reference.

26 9. AJ hereby gives notice it intends to enforce its rights under the Mechanics' Lien to the  
27 fullest extent allowed under the law. This Notice shall not be construed as an admission that such  
28 filing is required or to the necessity of recording, commencement, or seizure. In addition, AJ hereby  
gives notice that it has, or may be entitled to, additional mechanics' liens rights to properties owned  
by the Debtors as they become due and owing according to prepetition contracts with the Debtors for  
the improvement of real property. This Notice shall preserve and continue to preserve any and all of  
AJ's rights as to the Mechanics' Liens and Bankruptcy Code.

1           10.     AJ reserves the right to amend, supplement, or otherwise modify this Notice and  
2 reserves any and all rights entitled to it under the applicable law.

3  
4 Dated: April 26, 2019

McCORMICK, BARSTOW, SHEPPARD,  
WAYTE & CARRUTH LLP

5  
6  
7 By: /s/ H. Annie Duong  
8       David L. Emerzian  
9       H Annie Duong  
10      Attorneys for Creditor  
11      A.J. EXCAVATION INC.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF FRESNO**

3 At the time of service, I was over 18 years of age and **not a party to this action**. I am  
4 employed in the County of Fresno, State of California. My business address is 7647 North Fresno  
Street, Fresno, CA 93720.

5 On April 26, 2019, I served true copies of the following document(s) described as **A.J.**  
6 **EXCAVATION, INC.'S NOTICE OF PERFECTION OF LIEN** on the interested parties in this  
action as directed by the Order Implementing Certain Notice and Case Management Procedures issued  
March 6, 2019.

7 **BY ELECTRONIC FILING THROUGH CM/ECF PARTICIPANTS:** Based on the  
8 Order Implementing Certain Notice and Case Management Procedures, transmission of service  
through CM/ECF shall constitute effective service on that Registered Participant. My electronic  
9 service address service is dawn.houston@mccormickbarstow.com, and I caused the document(s) to be  
sent to the persons using the CM/ECF system. I did not receive, within a reasonable time after the  
10 transmission, any electronic message or other indication that the transmission was unsuccessful.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
true and correct.

12 Executed on April 26, 2019, at Fresno, California.

13  
14 /s/ Dawn Houston  
15 Dawn M. Houston  
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# EXHIBIT A

RECORDING REQUESTED BY

A.J. Excavation, Inc.  
514 N. Brawley Avenue  
Fresno, CA 93706

AND WHEN RECORDED MAIL TO:

A.J. Excavation, Inc.  
514 N. Brawley Avenue  
Fresno, CA 93706

Dairyland:18-158PO2700181432CNTR:C11187

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIEN

The undersigned A.J. Excavation, Inc.

[Name of person or firm claiming mechanics' lien. Contractors use name exactly as it appears on contractor's license]

Claimant claims a mechanics' lien upon the following described real property:

City of Chowchilla, County of Madera, California,

Dairyland Substation: Tyler Road SE/O Robertson Blvd., Chowchilla, CA 93610

[General description of property where the work or materials were furnished. A street address is sufficient, but, if possible, use both street address and legal description.]

Dairyland Substation: Dairyland Flooding Emergency Issues

#18-158 PO:2700181432 CNTR: C11187

Invoice #2019-1089 Remaining amount of \$95,916.00

The sum of \$ 95,916.00 together with interest thereon

[Amount of claim due and unpaid]

at the rate of 10 % percent per annum from March 30th, 2019

[Date when balance became due]

is due claimant after deducting all just credits and offsets for the following work and materials furnished by claimant Grading / Off-Haul / Provide & Install Foundations

[Insert general description of work or materials furnished]

Claimant furnished the work and materials at the request of, or under contract with

Pacific Gas & Electric

[Name of person or firm who ordered or contracted for the work or materials]

The owners and reputed owners of the real property or leasehold interest are

Pacific Gas & Electric

[Insert name of owner of real property. This can be obtained from the County Recorder]

Firm Name A.J. Excavation, Inc.

By: 

[Signature of claimant or authorized agent]

Alisa Emmett

[Printed name of claimant or authorized agent]

514 N. Brawley Ave., Fresno, CA 93706

[Address of claimant or authorized agent]

VERIFICATION

I, the undersigned, say: I am the President

["President of," "Manager of," "A partner of," "Owner of," etc.]

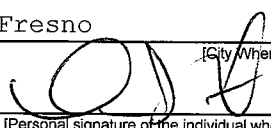
the claimant of the foregoing mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 25th, 2019

[Date of Signature]

, at Fresno

, California.

Alisa Emmett

[Printed name]

AJ Excavation Inc.

F #559-354-0639  
9662 W. Kearney Blvd.  
Fresno, CA 93706

# Invoice

Date	Invoice #
2/13/2019	2019-1089

Bill To
Pacific Gas & Electric P.O. BOX 7760 San Francisco, CA. 94120

P.O. No.	Terms	Project
2700181432	Net 45	Dairyland Sub Pond Work #...

Quantity	Description	Rate	Amount
	BILLING #1: Work completed at the Dairyland Substation	114,830.00	114,830.00
		<b>Total</b>	\$114,830.00





Contract Long Form

Contract No. C11187

Page 1 of 3

## Contract (Long Form)

This is a Contract between the below named Contractor ("Contractor") a California corporation and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105.

<b>Contractor's Legal Name:</b>	A.J. Excavation Inc.	<b>PG&amp;E Contract No. C11187</b>
<b>Contractor's Address:</b>	9662 W. Kearney Blvd. Fresno, CA. 93706	<b>This Contract consists of 67 pages.</b>
<b>Project Name:</b>	Dairyland Flooding Emergency Issues	
<b>Job Location:</b>	Dairyland Substation Chowchilla, Ca	

**WORK:** Contractor shall, at its own risk and expense, perform the Work described in this Contract and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work. This is not an exclusive Contract. This Contract does not guarantee Contractor any Work nor is there any guarantee as to any volume or duration of Work.

### Work Summary

- Three hundred and ninety feet (390') of Oldcastle trench model #68
- One (1) Oldcastle 4'x4' drain inlet with traffic
- Two-inch (2") conduit from LS #8 back to control room including all excavation and backfill and install two-inch (2") conduit from drain box sump pump to LS #8
- One and one-half inch (1 ½") conduit from JB 8 to LS #8 1.5. One (1) sump pump as per PG&E Drawing 4090465, Rev. 5
- Six-inch (6") sch 40 drain pipe from sump pump to pond to drain pond/box including all excavation and backfill.
- Provide and install eleven yards (11) of concrete from face of control building to precast trenching
- Reference photos #1 and #2
- Nine (9) linear feet of six-inch (6") curb block at control building JB
- Sixty-five (65) linear feet of six-inch (6") side board curbs running parallel with each existing swale leading into ponds at various locations to prevent undermining
- Reference photo #18
- Six-inch (6") curb approximately twenty (20) linear feet on south side of station
- Thirty (30) linear feet of SPCC six-inch (6") curb
- North/west corner of station where water is draining in the corner of retention pond; run parallel with fence and 45' degrees in swale
- Reference photo's #10 and #11
- Replace concrete down drain (N/W) and include side board of six-inch (6") curbing
- One (1) of Item No. 50 –Lighting Standard Foundation 1.14. Two (2) Item No. 51 – Air Conditioner Condenser Foundation



Contract Long Form

Contract No. C11187

Page 2 of 3

**ATTACHMENTS: Each of the following documents is attached to this Contract and incorporated herein by this reference:**

Attachment 1: Scope of Work, (7 pages)

Attachment 2: General Conditions, (49 pages)

Attachment 3: Authorized Disposal and Recycling Facilities (7 pages)

Attachment 4: Cost Break-down Sheet (1 page)

**CONTRACT TERM:** This Contract is effective upon signature by both parties and expires on 12/31/18**COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of 12/31/18. Time is of the essence.**INSURANCE:** Contractor shall maintain insurance in accordance with Section 25 Insurance Requirements of the Long Form General Conditions.**TERMS OF PAYMENT:** Contractor shall adhere to payment terms in accordance with Section 16 of the General Conditions.**CONSIDERATION:** As full consideration for satisfactory performance of the Work by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E Contract Change Order, fully executed by both PG&E and Contractor.**TOTAL: Unit Price, Not-to-Exceed Amount of \$159,860.00****THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: AJ Excavation	
Signature	 <small>DocuSigned by: Janetta Tarter D490E7CE8AA34AD...</small>	Signature	 <small>DocuSigned by: Dave Swofford 7C9EB705F2684BA...</small>
Name	Janetta Tarter	Name	Dave Swofford
Title	Supervisor, Electric Transmission	Title	Project Manager
Date	10/4/2018	Date	10/4/2018